

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

CHRISTOPHER L. SAYCE, Individually and  
on Behalf of All Others Similarly Situated,

Plaintiff,

v.  
FORESCOUT TECHNOLOGIES, INC., *et al.*

Defendants.

CASE NO.: 20-CV-00076-SI  
CLASS ACTION

**STIPULATION OF SETTLEMENT**

This Stipulation of Settlement (together with all Exhibits thereto, the “Stipulation”), dated July 18, 2025 is entered into by and among Co-Lead Plaintiffs Glazer Capital Management, L.P., Glazer Enhanced Fund L.P., Glazer Enhanced Offshore Fund, Ltd., Glazer Offshore Fund, Ltd. and Highmark Limited, in respect of its Segregated Account Highmark Multi-Strategy 2 (the “Glazer Funds”), and Meitav Mutual Funds Ltd. (“Meitav” and with the Glazer Funds, “Plaintiffs” or “Co-Lead Plaintiffs”) on behalf of themselves and the Class (defined herein), and Defendants Forescout Technologies, Inc., Michael DeCesare, and Christopher Harms (collectively the “Defendants,” together with Plaintiffs, the “Parties,” and each a “Party”), by and through their undersigned counsel, states all of the terms of the settlement and resolution of this matter by the

1 Parties and is intended by the Parties to fully, finally, and forever release, remise,  
 2 discharge, dismiss, and settle Released Plaintiffs' Claims as against Released Defendants' Parties  
 3 and Released Defendants' Claims as against Released Plaintiffs' Parties (all as defined below),  
 4 subject to the approval of the United States District Court for the Northern District of California  
 5 (the "Court").

6 WHEREAS, the initial complaint in the above-captioned action (this "Action") was filed  
 7 on January 2, 2020, (Dkt. No. 1) by plaintiff Christopher L. Sayce against Defendants, alleging  
 8 violations of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 (the "Exchange  
 9 Act") for the period of February 7, 2019, through October 9, 2019, inclusive;

10 WHEREAS, on March 23, 2020, the Court appointed Meitav Lead Plaintiff. Dkt. No. 27;

11 WHEREAS, on May 22, 2020, Meitav filed an amended complaint against Defendants  
 12 alleging violations of Sections 10(b) and 20(a) of the Exchange Act for the period of February 7,  
 13 2019, through May 15, 2020, inclusive. Dkt. No. 31;

14 WHEREAS, on June 10, 2020, *The Arbitrage Fund v. Forescout Tech., Inc.*, Case No.  
 15 3:20-cv-03819 (N.D. Cal.) (the "Arbitrage Fund action") was filed alleging that Defendants  
 16 violated Sections 10(b) and 20(a) of the Exchange Act for the period of February 6, 2020, through  
 17 May 15, 2020, inclusive;

18 WHEREAS, on July 22, 2020, the Court vacated its order of March 23, 2020, consolidated  
 19 this Action and the *Arbitrage Fund* action, and ordered that PSLRA notice be republished. Dkt.  
 20 No. 55;

21 WHEREAS, on September 28, 2020, multiple motions seeking appointment of lead  
 22 plaintiff were filed, Dkt. Nos. 63-4, 76, 81, and, on November 19, 2020, the Court appointed  
 23 Meitav and the Glazer Funds as Co-Lead Plaintiffs, and Pomerantz LLP and Abraham, Fruchter,  
 24 & Twersky LLP as Co-Lead Counsel. Dkt. No. 115;

25 WHEREAS, on December 18, 2020, Co-Lead Plaintiffs filed a Consolidated Amended  
 26 Complaint (Dkt. No. 116), which Defendants moved to dismiss on January 29, 2021, Dkt. Nos.  
 27 127, 129, and on March 25, 2021, the Court issued an Order Granting Defendants' Motion to  
 28 Dismiss the Consolidated Amended Complaint with leave to amend. Dkt. No. 139;

1           WHEREAS, on May 10, 2021, Plaintiffs filed a Second Consolidated Amended Complaint  
 2 (the “SAC,” Dkt. 142), which Defendants moved to dismiss on June 24, 2021, Dkt. Nos. 143, 145,  
 3 and on October 6, 2021, the Court granted Defendants’ Motions to Dismiss the SAC with  
 4 prejudice. Dkt. No. 158;

5           WHEREAS, on October 12, 2021, the Court entered judgment in favor of Defendants. Dkt.  
 6 No. 162;

7           WHEREAS, on November 1, 2021, Co-Lead Plaintiffs filed a Notice of Appeal, Dkt. No.  
 8 167, and on March 16, 2023, the United States Court of Appeals for the Ninth Circuit issued an  
 9 opinion in Case No. 21-16876, affirming in part, reversing in part, and remanding this Action to  
 10 this Court for further proceedings on the reinstated claims. Dkt. No. 170;

11          WHEREAS, on June 16, 2023, the Defendants filed an Answer to the SAC. Dkt. No. 178;

12          WHEREAS, on October 27, 2023, Co-Lead Plaintiffs filed a motion to certify the Class.  
 13 Dkt. Nos. 193, 196, and on May 28, 2024, the Court granted Co-Lead Plaintiffs’ motion for class  
 14 certification, certifying the class (the “Class,” as defined herein), appointing Co-Lead Plaintiffs as  
 15 class representatives and appointing Co-Lead Counsel as Co-Class Counsel (“Class Counsel”).  
 16 Dkt. No. 227;

17          WHEREAS, on May 29, 2024, the Parties engaged in an all-day, in-person mediation  
 18 session before Robert Meyer, Esq. (“Meyer”), a JAMS mediator. The mediation was unsuccessful;

19          WHEREAS, on September 20, 2024, the Court granted Plaintiffs’ unopposed motion for  
 20 an order establishing a program and schedule for notice to the Class and giving members of the  
 21 Class a full and fair opportunity to opt out of the Class. Dkt. No. 242. To comply with this order,  
 22 Co-Lead Plaintiffs, through A.B. Data Ltd., disseminated 22,678 notices to potential members of  
 23 the Class or their nominees, caused notice to be transmitted over *PR Newswire*, and launched a  
 24 website dedicated to notice to the Class. On January 13, 2025, Plaintiffs filed proof of compliance  
 25 with that order, Dkt. No. 256, which reported that the deadline to request exclusion from the Class  
 26 was December 27, 2024 and that A.B. Data Ltd. had only received one request for exclusion, with  
 27 such request not being considered valid because it was from a shareholder who was already  
 28 excluded on account of being an officer of Forescout;

1           WHEREAS, the Parties conducted extensive class, merits, and expert discovery, and raised  
 2 extensive discovery issues with the Court since discovery opened in June 2023. *See, e.g.*, Dkt.  
 3 Nos. 197, 200, 208-09, 228, 231, 234, 238, 243-47, 249-51, 259, 261, 264. This discovery included  
 4 but was not limited to a review of over 150,000 documents, depositions of both Co-Lead Plaintiffs,  
 5 27 merits depositions, and 8 expert depositions;

6           WHEREAS, on May 9, 2025, the Parties engaged in a second in-person mediation session  
 7 before Mr. Meyer. The second in-person mediation was unsuccessful. However, following  
 8 additional negotiations, Mr. Meyer presented a mediator's proposal to fully settle all pending  
 9 claims in this Action;

10          WHEREAS, the Parties agreed to settle this Action for a cash payment of \$45,000,000.00  
 11 (Forty-Five Million U.S. Dollars), and documented their agreement in a confidential Term Sheet  
 12 executed on June 18, 2025 (the "Term Sheet");

13          WHEREAS, the Term Sheet calls for the Settlement to be more fully documented in a  
 14 Stipulation of Settlement;

15          WHEREAS, Plaintiffs believe that the claims asserted in the Action have merit and that  
 16 the evidence of the underlying events and transactions alleged in the SAC supports their claims,  
 17 nonetheless Plaintiffs and their counsel recognize and acknowledge the expense and length of  
 18 continued prosecution of the Action through trial and any subsequent appeals. Plaintiffs and their  
 19 counsel also have considered the uncertain outcome and risks of litigation, including risk of  
 20 collecting upon a judgment, and believe it is desirable that the Settlement as set forth in this  
 21 Stipulation confers substantial benefits upon the Class. Based on their evaluation, Plaintiffs and  
 22 their counsel have concluded that the terms and conditions of this Stipulation are fair, reasonable,  
 23 and adequate to the Class, and that it is in the best interests of the Class to settle the claims raised  
 24 in the Action pursuant to the terms and provisions of this Stipulation; and

25          WHEREAS, Defendants have expressly denied and continue to expressly deny any and all  
 26 allegations of wrongdoing, violations of the federal securities laws, and any and all liability  
 27 whatsoever arising out of any of the conduct, statements, acts or omissions alleged, or that could  
 28 have been alleged, in the Action. Defendants believe that the evidence of the underlying events

1 supports this denial, but also recognize the expense, risks and uncertainty inherent in any litigation,  
 2 and especially in complex cases such as this one, and agree to settle the claims against them so as  
 3 to avoid the burden and expense of further litigation, although Defendants continue to believe the  
 4 claims asserted against them in the Action are without merit. Defendants therefore have concluded  
 5 that it is desirable and beneficial to secure releases to the fullest extent permitted by law and fully  
 6 and finally settle and terminate the Action in the manner and upon the terms and conditions set  
 7 forth in this Stipulation;

8           **NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED** by and among  
 9 the Parties through their undersigned counsel that, subject to the approval of the Court pursuant to  
 10 Rule 23(e) of the Federal Rules of Civil Procedure, in consideration of the benefits flowing to the  
 11 Parties from the Settlement set forth herein, the Action and the Released Plaintiffs' Claims and  
 12 Released Defendants' Claims shall be finally and fully compromised, settled and released, and the  
 13 Action shall be dismissed fully, finally, and with prejudice and all Released Claims shall be finally  
 14 and fully released as against the Released Parties, upon and subject to the terms and conditions of  
 15 this Stipulation, as follows:

16           **I. Definitions**

17           A.       “Action” means the certified Class Action captioned *Sayce v. Forescout Tech., Inc.*,  
 18 *et al.*, Case No: 3:20-cv-00076-SI (N.D. Cal.).

19           B.       “Authorized Claimant” means any Claimant (as defined in ¶ I.F) whose claim for  
 20 recovery is allowed pursuant to the terms of this Stipulation, the exhibits hereto, and any order of  
 21 the Court.

22           C.       “Award to Plaintiffs” means a request for reimbursement to Co-Lead Plaintiffs for  
 23 their reasonable costs and expenses (including lost wages) directly related to Co-Lead Plaintiffs’  
 24 representation of the certified Class in the Action.

25           D.       “Business Days” means any day except Saturday or Sunday or any Court holiday in  
 26 the Northern District of California or other day on which national banks are authorized by law or  
 27 executive order to close in the State of California.

28

1           E.     “Claim Form” means the Proof of Claim and Release Form to be submitted by  
 2 Claimants, substantially in the form attached hereto as Exhibit A-2.

3           F.     “Claimant” means any Class Member (as defined in ¶ I.L) who files a Claim Form  
 4 in such form and manner, and within such time, as the Court shall prescribe.

5           G.     “Claims” means any and all manner of claims, debts, demands, controversies,  
 6 obligations, losses, costs, interest, penalties, fees, expenses, rights, duties, judgments, sums of  
 7 money, suits, contracts, agreements, promises, damages, actions, causes of action and liabilities, of  
 8 every nature and description in law or equity (including, but not limited to, any claims for damages,  
 9 whether compensatory, special, incidental, consequential, punitive, exemplary or otherwise,  
 10 injunctive relief, declaratory relief, rescission or rescissionary damages, interest, attorneys’ fees,  
 11 expert or consulting fees, costs, or expenses), accrued or unaccrued, known or unknown, arising  
 12 under federal, state, common, administrative, or foreign law, or any other law, rule, or regulation.

13          H.     “Claims Administrator” means Strategic Claims Services.

14          I.     “Class” means the already-certified Class consisting of all Persons or entities who  
 15 purchased or otherwise acquired Forescout common stock between May 10, 2019, and May 15,  
 16 2020, both dates inclusive. Excluded from the Class are Defendants, current or former officers and  
 17 directors of Forescout, any entity in which the Defendants have or had a controlling interest; and  
 18 affiliates, family members, legal representatives, heirs, successors or assigns of any of the above.  
 19 See Dkt. No. 227 at 8 n.2. There were no previously filed valid requests for exclusions, and for the  
 20 avoidance of doubt, the Parties agree that the Class Notice provided all Class Members (as defined  
 21 in ¶ I.L) an opportunity to request exclusion that comported with due process. The Parties have,  
 22 however, entered into a separate, confidential agreement on terms described in their confidential  
 23 Term Sheet which shall govern their respective rights in the event the Court nevertheless permits  
 24 additional requests for exclusion.

25          J.     “Class Certification Notice Administration Costs” means all past costs and expenses  
 26 associated with providing notice of class certification to the Class. Such costs may include, without  
 27 limitation: the costs of publishing the Summary Notice of Pendency of Class Action, as well as the  
 28 costs of printing and mailing the Class Notice. Such costs do not include legal fees.

1           K.     “Class Counsel” means collectively Abraham, Fruchter & Twersky LLP and  
 2 Pomerantz LLP.

3           L.     “Class Member” means any person or entity who is a member of the Class, and  
 4 “Class Members” means all Persons or entities who are members of the Class.

5           M.     “Class Notice” means the Notice of Pendency of Class Action disseminated to Class  
 6 Members on and after October 28, 2024. *See* Dkt. No. 256-1.

7           N.     “Class Period” means May 10, 2019 through May 15, 2020, both dates inclusive.

8           O.     “Effective Date” means the date that is five (5) Business Days after the date on which  
 9 all of the conditions to the Settlement, set forth in ¶A of Section X, are satisfied.

10          P.     “Escrow Account” means an interest-bearing account maintained by the Escrow  
 11 Agent (as defined in ¶ I.Q) for the Settlement Fund (as defined in ¶ I.KK).

12          Q.     “Escrow Agent” means Huntington National Bank.

13          R.     “Final” when referring to the Judgment means exhaustion of all possible appeals,  
 14 meaning (i) if no appeal or request for review is filed, the day after the date of expiration of any time  
 15 for appeal or review of the Judgment, and (ii) if an appeal or request for review is filed, the day after  
 16 the date the last-taken appeal or request for review is dismissed, or the Judgment is upheld on appeal  
 17 or review in all material respects, and is not subject to further review on appeal or by certiorari or  
 18 otherwise; provided, however, that no order of the Court or modification or reversal on appeal or  
 19 any other order relating solely to the amount, payment, or allocation of attorneys’ fees and expenses  
 20 or to the Plan of Allocation shall constitute grounds for cancellation or termination of this Settlement  
 21 or affect its terms, including the release in Section X, or shall affect or delay the date on which the  
 22 Judgment becomes Final.

23          S.     “Forescout” means Forescout Technologies, Inc.

24          T.     “Individual Defendant” means any one of Michael DeCesare or Christopher Harms  
 25 and “Individual Defendants” means Michael DeCesare and Christopher Harms collectively.

26          U.     “Judgment” means the proposed final order and judgment to be entered by the Court  
 27 approving the Settlement and dismissing the Action, materially in the form attached hereto as  
 28

1 Exhibit B or in such other form as may be approved in writing by all of the Parties acting by and  
 2 through their respective counsel of record in the Action.

3       V.     “Net Settlement Fund” means the Settlement Fund (as defined herein) after  
 4 deduction of Court-awarded attorneys’ fees and litigation expenses, Award to Plaintiffs, Class  
 5 Certification Notice Administration Costs, Settlement Administration Costs, taxes, and any other  
 6 fees or expenses approved by the Court.

7       W.     “Notice” means the Notice of Proposed Class Action Settlement, substantially in the  
 8 form attached hereto as Exhibit A-1.

9       X.     “Person” means any individual, corporation (including all divisions and  
 10 subsidiaries), fund, limited liability corporation, professional corporation, limited liability  
 11 partnership, partnership, general or limited partnership, association, joint stock company, estate,  
 12 legal representative, trust, unincorporated association, government or any political subdivision or  
 13 agency thereof, and any business or legal entity, as well as each of their spouses, heirs, predecessors,  
 14 successors, representatives, agents, trustees, estates, administrators, executors or assignees.

15      Y.     “Plan of Allocation” means a plan or formula for allocating the Net Settlement Fund  
 16 to Authorized Claimants. Any Plan of Allocation is not part of this Stipulation, and Defendants  
 17 shall have no responsibility or liability with respect thereto.

18      Z.     “Postcard Notice” means the postcard form of notice to be sent to the Class Members  
 19 and which shall contain information directing Class Members to the settlement website for full  
 20 Notice and other relevant documents, including how to file a Claim Form, substantially in the form  
 21 attached hereto as Exhibit A-4.

22      AA.    “Preliminary Approval Order” means the order preliminarily approving the  
 23 Settlement and directing notice thereof to the Class substantially in the form attached hereto as  
 24 Exhibit A.

25      BB.    “Released Claims” means Released Plaintiffs’ Claims and Released Defendants’  
 26 Claims, including Unknown Claims.

27      CC.    “Released Defendants’ Claims” means the release by Defendants, upon the Effective  
 28 Date, as against Released Plaintiffs’ Parties, of all claims and causes of action of every nature and

1 description, whether known claims or Unknown Claims (as defined herein), whether arising under  
 2 federal, state, common, or foreign law, that arise out of or relate in any way to the institution,  
 3 prosecution, or settlement of the claims asserted in the Action against Defendants. Released  
 4 Defendants' Claims shall not include any claims relating to the enforcement of the Settlement. The  
 5 release includes Unknown Claims, as defined herein.

6 DD. "Released Defendants' Parties" means (i) each Defendant; (ii) the immediate family  
 7 members, associates, or affiliates of the Individual Defendants; (iii) direct or indirect parents,  
 8 subsidiaries, related entities, stockholders, control persons, and affiliates of Forescout (including,  
 9 without limitation, Advent International Limited Partnership and Crosspoint Capital Partners, and  
 10 each of their respective parents, subsidiaries, affiliates (including affiliated general partners,  
 11 managing partners, management companies, investment funds, and investment vehicles), directors,  
 12 officers, partners, members, principals, employees, and representatives); (iv) any trust of which any  
 13 Individual Defendant is the settlor or which is for the benefit of any Individual Defendant and/or  
 14 their immediate family members; (v) for any of the persons or entities listed in parts (i) through (iv),  
 15 as applicable, their respective past, present, and future general partners, limited partners, principals,  
 16 shareholders, joint venturers, officers, directors, managers, managing directors, supervisors,  
 17 employees, contractors, consultants, experts, auditors, accountants, financial advisors, insurers,  
 18 reinsurers, indemnitors, trustees, trustors, agents, attorneys, predecessors, successors, assigns, heirs,  
 19 executors, administrators, estates, and any controlling person thereof; and (vi) any entity in which a  
 20 Defendant has a controlling interest; all in their capacities as such.

21 EE. "Released Party" means any one of the Released Defendants' Parties or Released  
 22 Plaintiffs' Parties, and "Released Parties" means the Released Defendants' Parties and Released  
 23 Plaintiffs' Parties, collectively.

24 FF. "Released Plaintiffs' Claims" means all claims, actions, causes of action, demands,  
 25 losses, rights, duties, obligations, debts, sums of money, suits, contracts, agreements, judgments,  
 26 matters, issues, promises, damages and liabilities of every nature and description, whether known  
 27 claims or Unknown Claims (as defined herein), contingent or absolute, mature or not mature,  
 28 liquidated or unliquidated, accrued or not accrued, concealed or hidden, choate or inchoate,

perfected or unperfected, regardless of legal or equitable theory, and whether direct, derivative, class, or individual in nature, whether arising under federal, state or foreign law, or statutory, common or administrative law, or any other law, rule, or regulation, that Co-Lead Plaintiffs, any other Class Member, or any other Released Plaintiffs' Parties: (i) asserted in the Action; (ii) could have asserted in the Action, or in the future can or might assert in the Action, or in any forum (including, without limitation, any federal or state court, or in any other court, arbitration proceeding, administrative agency, or other forum, in the United States or elsewhere), that arise out of, are based upon, or relate in any way to any of the allegations, transactions, facts, matters or occurrences, representations, statements or omissions involved, set forth, or referred to in the Action, including any previous complaint in the Action; or (iii) that relate to the purchase, acquisition, disposition, or sale of Forescout's publicly traded securities during the Class Period. Released Plaintiffs' Claims shall not include any claims relating to the enforcement of the Settlement. The release includes Unknown Claims, as defined herein.

GG. "Released Plaintiffs' Parties" means (i) Co-Lead Plaintiffs, all Class Members, any other plaintiffs in the Action and their counsel, Class Counsel, liaison counsel or referring counsel, and (ii) each of their respective immediate family members, and their respective partners, general partners, limited partners, principals, shareholders, joint venturers, members, officers, directors, managing directors, supervisors, employees, contractors, consultants, experts, auditors, accountants, financial advisors, insurers, trustees, trustors, agents, attorneys, predecessors, successors, assigns, heirs, executors, administrators, and any controlling person thereof, all in their capacities as such.

HH. "Settlement" means the settlement contemplated by this Stipulation.

II. "Settlement Administration Costs" means all costs and expenses associated with providing notice of the Settlement to the Class and otherwise administering or carrying out the terms of the Settlement. Such costs may include, without limitation: the costs of publishing the Summary Notice (as defined in ¶ I.MM), the costs of printing and mailing the Postcard Notice and/or Notice and Claim Form, as directed by the Court, and the costs of allocating and distributing the Net Settlement Fund (as defined in ¶ I.V), to the Authorized Claimants. Such costs do not include legal fees.

1 JJ. "Settlement Amount" means the cash sum of \$45,000,000.00 (Forty-Five Million  
 2 U.S. Dollars).

3 KK. "Settlement Fund" means the Settlement Amount to be paid pursuant to this  
 4 Stipulation and any interest or other income earned thereon.

5 LL. "Settlement Hearing" means the hearing at or after which the Court will make a final  
 6 decision pursuant to Federal Rules of Civil Procedure 23 as to whether the Settlement is fair,  
 7 reasonable and adequate, and therefore, should receive final approval from the Court.

8 MM. "Summary Notice" means the Summary Notice of Proposed Class Action  
 9 Settlement, substantially in the form attached hereto as Exhibit A-3.

10 NN. "Unknown Claims" means and includes any and all claims that Plaintiffs and Class  
 11 Members (with respect to Released Plaintiffs' Claims) or Defendants (with respect to Released  
 12 Defendants' Claims) do not know or suspect to exist in his, her or its favor at the time of the release  
 13 of the Released Parties which, if known by him, her or it, might have affected his, her or its  
 14 settlement with and release of the Released Parties, or might have affected his, her or its decision  
 15 not to object to this Settlement. With respect to any and all Released Plaintiffs' Claims, the Parties  
 16 stipulate and expressly agree that, upon the Effective Date, Plaintiffs shall expressly waive, and  
 17 each of the Class Members shall be deemed to have waived, and by operation of the Judgment shall  
 18 have waived, any and all provisions, rights, and benefits conferred by any law of any state or territory  
 19 of the United States or any other jurisdiction, or principle of common law that is, or is similar,  
 20 comparable, or equivalent to California Civil Code ¶1542, which provides:

21 A general release does not extend to claims that the creditor or  
 22 releasing party does not know or suspect to exist in his or her favor at  
 23 the time of executing the release and that, if known by him or her,  
 would have materially affected his or her settlement with the debtor  
 or released party.

24 Plaintiffs, Class Members, and Defendants may hereafter discover facts, legal theories, or  
 25 authorities in addition to or different from those known or believed to be true with respect to the  
 26 subject matter of Released Plaintiffs' Claims or Released Defendants' Claims, but they expressly,  
 27 fully, finally, and forever settle and release, and upon the Effective Date and by operation of the  
 28 Judgment shall have settled and released, fully, finally, and forever, any and all Released Claims,

1 known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not  
 2 concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity  
 3 now existing or coming into existence in the future, including, but not limited to, conduct which  
 4 is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard  
 5 to the subsequent discovery or existence of such different or additional facts, legal theories, or  
 6 authorities. The Parties expressly acknowledge, and each releasing party and Released Party by  
 7 operation of the Judgment shall be deemed to have acknowledged, that the inclusion of "Unknown  
 8 Claims" in the definition of Released Claims was separately bargained for and is a material element  
 9 of the Settlement of which this release is a part.

## 10 **II. Settlement Consideration**

11       A. In consideration of the full and final release, settlement and discharge of all Released  
 12 Plaintiffs' Claims, Defendants agree to pay or cause to be paid by their insurers a total of  
 13 \$45,000,000.00 (Forty-Five Million U.S. Dollars) in cash (the "Settlement Amount") to settle the  
 14 Action. The Settlement Amount shall be paid into a "Settlement Fund Account," which shall be an  
 15 interest-bearing Escrow Account established and controlled by Class Counsel for the Settlement,  
 16 subject to the authority of the Court, within twenty (20) Business Days of the latter of: (1) the Court's  
 17 entry of an order preliminarily approving the Settlement substantially in the form attached hereto as  
 18 Exhibit A; or (2) Class Counsel providing to Defendants' counsel an executed Form W-9 and wire  
 19 transfer and check payment instructions, including the payee name, the physical mailing address  
 20 (that is not a P.O. Box), and the name and contact information of an individual that can verify the  
 21 wire transfer instructions. Interest shall not be payable on the Settlement Amount prior to ten (10)  
 22 Business Days after the foregoing conditions have been met and the aforementioned twenty (20)  
 23 Business Days have expired for payment of the Settlement Amount. The Settlement Amount,  
 24 together with interest earned thereon, shall constitute the "Settlement Fund."

25       B. The Settlement Amount shall be the full and sole monetary contribution made by or  
 26 on behalf of Defendants in connection with the Settlement, and it specifically covers any claims for  
 27 costs and attorneys' fees by Co-Lead Plaintiffs or any other member of the Class, on their behalf or  
 28 on behalf of the Class, as well as any costs or expenses of the class action notice and the claims

1 administration process. The Parties agree that the Settlement Fund is intended to be a Qualified  
 2 Settlement Fund within the meaning of Treasury Regulation § 1.468B-1. Should the Settlement not  
 3 be granted final approval by the Court (become “Final”), any sums in the Settlement Fund shall be  
 4 returned to Defendants with accrued interest, but less any notice and Claims-related expenses.

5 **III. The Escrow Account**

6       A.     The Escrow Account, including any interest earned thereon net of any taxes on the  
 7 income thereof, shall be used to pay: (i) Class Counsel’s attorneys’ fees and expenses; (ii) taxes and  
 8 Tax Expenses (as defined herein); (iii) Class Certification Notice Administration Costs; (iv)  
 9 Settlement Administration Costs; and (v) the Award to Plaintiffs. The balance of the Escrow  
 10 Account shall be the Net Settlement Fund and shall be distributed to the Authorized Claimants as  
 11 set forth in the Plan of Allocation. Plaintiffs, Class Members, and Class Counsel shall look solely  
 12 to the Net Settlement Fund for payment and satisfaction of any and all Released Claims.

13       B.     All funds and instruments held by the Escrow Agent shall be deemed *in custodia  
 legis* of the Court and shall remain subject to the jurisdiction of the Court until such time as such  
 15 funds shall be distributed or returned to the parties who deposited such funds pursuant to the  
 16 Stipulation and/or further orders of the Court.

17       C.     The Escrow Agent shall invest the Settlement Fund exclusively in instruments or  
 18 accounts backed by the full faith and credit of the United States Government or fully insured by the  
 19 United States Government or an agency thereof, including a U.S. Treasury Fund or a bank account  
 20 that is either (a) fully insured by the Federal Deposit Insurance Corporation (“FDIC”) or (b) secured  
 21 by instruments backed by the full faith and credit of the United States Government. The Escrow  
 22 Agent shall reinvest the proceeds of these instruments or accounts as they mature in similar  
 23 instruments or accounts at their then-current market rates.

24       D.     Prior to the Effective Date, the Escrow Agent shall not disburse the Settlement Fund  
 25 except as provided in this Stipulation, by order of the Court, or with the prior written agreement of  
 26 Class Counsel and Defendants’ counsel. In the event that this Stipulation is terminated prior to the  
 27 occurrence of the Effective Date, the Escrow Agent shall refund the remaining balance of the  
 28

1 Settlement Fund, plus accrued interest, to Forescout and Defendants' insurers according to their  
 2 respective contributions to the Settlement Fund.

3       E. After the Effective Date, Defendants shall have no interest in the Settlement Fund or  
 4 in the Net Settlement Fund.

5       F. The Escrow Agent shall be authorized to execute only such transactions as are  
 6 consistent with the terms of this Stipulation and the order(s) of the Court.

7 **IV. The Notice and Administration Account**

8       A. The Claims Administrator shall establish and administer a "Notice and  
 9 Administration Account," which shall be established using funds in the Settlement Fund and shall  
 10 be used only for the payment of necessary and reasonable Class Certification Notice Administration  
 11 Costs already incurred and Settlement Administration Costs to be incurred to effectuate the  
 12 Settlement.

13       B. The Escrow Agent is authorized to transfer up to \$250,000 from the Settlement Fund  
 14 to the Notice and Administration Account for Class Certification Notice Administration Costs and  
 15 Settlement Administration Costs. No further amounts may be transferred prior to final approval of  
 16 the Settlement, except by Court order.

17       C. Plaintiffs, Class Counsel, Defendants, and Defendants' counsel shall not bear any  
 18 liability for Class Certification Notice Administration Costs and Settlement Administration Costs.

19 **V. Preliminary Approval Order**

20       A. The Parties shall submit this Stipulation together with its exhibits to the Court, and  
 21 Plaintiffs shall apply for entry of a Preliminary Approval Order substantially in the form and content  
 22 of Exhibit A attached hereto, requesting, *inter alia*, the preliminary approval of the Settlement as  
 23 set forth in the Stipulation, approval of forms of notice to be mailed or emailed to all potential Class  
 24 Members who can be identified with reasonable effort (the "Postcard Notice" and the "Notice") and  
 25 to be published (the "Summary Notice"), substantially in the forms and contents of Exhibits A-1,  
 26 A-3, and A-4 hereto. The Notice shall include a Proof of Claim and Release Form, substantially in  
 27 the form of Exhibit A-2 attached hereto (the "Claim Form"), and the general terms of the Settlement  
 28 set forth in the Stipulation.

1           B.     The Parties shall request that, after the Postcard Notice has been mailed, the Notice  
 2 has been emailed, and the Summary Notice published, in accordance with this Stipulation, the Court  
 3 hold the Settlement Hearing and finally approve the settlement of the Action with respect to the  
 4 Parties.

5 **VI. Final Approval of the Settlement**

6           A.     Plaintiffs shall move, consistent with the schedule to be set by the Court, for final  
 7 approval of the Settlement, including entry of the Judgment, as defined herein. At the Settlement  
 8 Hearing, the Parties shall jointly request entry of the Judgment.

9 **VII. Attorneys' Fees and Expenses**

10          A.     Class Counsel may submit an application or applications (the "Fee and Expense  
 11 Application") for distributions from the Settlement Fund for: (a) an award of attorneys' fees; plus  
 12 (b) reimbursement of actual costs and expenses, including experts and consultants, incurred in  
 13 connection with prosecuting the Action, plus any interest on such attorneys' fees, costs and expenses  
 14 at the same rate and for the same periods as earned by the Settlement Fund (until paid) as may be  
 15 awarded by the Court. Class Counsel reserves the right to make additional applications for expenses  
 16 incurred, if necessary.

17          B.     Immediately after the Court enters an order awarding Class Counsel fees and  
 18 expenses ("Fee Award"), the amounts awarded by the Court shall be released from the Settlement  
 19 Fund and wired as directed by Class Counsel. These payments shall be subject to refund or  
 20 repayment within thirty (30) days by Class Counsel if the Judgment does not become Final, or if the  
 21 Court or any appellate court enters an order reversing or reducing any award of attorneys' fees or  
 22 litigation expenses.

23          C.     The procedure for and allowance or disallowance by the Court of any application for  
 24 Class Counsel attorneys' fees and expenses are not part of the Settlement set forth in this Stipulation  
 25 and are to be considered by the Court separately from the Court's consideration of the fairness,  
 26 reasonableness, and adequacy of the Settlement set forth in this Stipulation. Any order or  
 27 proceedings relating to the Fee and Expense Application, or any appeal from any order relating  
 28 thereto or reversal or modification thereof, shall not operate to modify, terminate, or cancel this

1 Stipulation, or affect or delay the finality of the Judgment approving this Stipulation and the  
 2 Settlement of the Action.

3       D. Except as provided in Section II, Defendants and Released Defendants' Parties shall  
 4 have no involvement in, responsibility for, or liability with respect to, any payment to Plaintiffs,  
 5 Class Members, Class Counsel, any other Plaintiffs' counsel, or any other Person who receives  
 6 payment from the Settlement Fund, or the allocation among any Persons who may assert some claim  
 7 thereto, of any Fee Award that the Court may make in this litigation, or any obligation of Class  
 8 Counsel to make appropriate funds or repayments to the Settlement Fund or interest thereon.

9       E. Class Counsel may apply to the Court to authorize the payment of an Award to  
 10 Plaintiffs for the time and expenses expended by Plaintiffs in the litigation of this Action. Any  
 11 Award to Plaintiffs shall be payable after the Effective Date, and from the Settlement Fund only.

12      F. Defendants and Released Defendants' Parties shall have no involvement in,  
 13 responsibility for, or liability with respect to, the allocation of a Fee Award (including out-of-pocket  
 14 costs) or any Award to Plaintiffs that the Court may make in the Action among Co-Lead Plaintiffs,  
 15 Class Counsel, any other Plaintiffs' counsel, and/or any other Person who may assert some claim  
 16 thereto.

### 17 **VIII. Administration of Net Settlement Fund**

18       A. Each Class Member wishing to receive any portion of the Net Settlement Fund shall  
 19 be required to submit a Claim Form in the form annexed hereto as Exhibit A-2, signed under penalty  
 20 of perjury by the beneficial owner(s) of the stock or by someone with documented authority to sign  
 21 for the beneficial owner(s), and supported by such documentation as specified in the instructions  
 22 accompanying the Claim Form.

23       B. All Claim Forms must be received within the time prescribed in the Preliminary  
 24 Approval Order unless otherwise ordered by the Court. Any Class Member who fails to submit a  
 25 properly completed Claim Form within such period as shall be authorized by the Court shall be  
 26 forever barred from receiving any payments pursuant to this Stipulation or from the Net Settlement  
 27 Fund, but will in all other respects be subject to the provisions of this Stipulation and the Judgment,  
 28

1 including, without limitation, the release of the Released Claims and dismissal of the Action with  
 2 prejudice.

3       C.     The Claims Administrator shall administer the Settlement subject to such approvals  
 4 by the Court as circumstances may require.

5       D.     Each Claim Form shall be submitted to the Claims Administrator, who shall  
 6 determine, in accordance with this Stipulation and the Plan of Allocation to be formulated by Class  
 7 Counsel for approval by the Court, the extent, if any, to which each Claim shall be allowed, subject  
 8 to appeal to the Court.

9       E.     The Claims Administrator shall administer and calculate the Claims submitted by  
 10 Class Members, determine the extent to which Claims shall be allowed, and oversee distribution of  
 11 the Net Settlement Fund subject to appeal to, and jurisdiction of, the Court. Neither Class Counsel,  
 12 its designees or agents, Plaintiffs, Defendants' counsel, nor Defendants shall have any liability  
 13 arising out of such determination.

14      F.     The administrative determination of the Claims Administrator accepting and  
 15 rejecting Claims shall be presented to the Court, on notice to the Defendants' counsel, for approval  
 16 by the Court.

17      G.     Following the Effective Date and upon application to the Court by Class Counsel,  
 18 the Net Settlement Fund shall be distributed to Authorized Claimants by the Claims Administrator.  
 19 The Net Settlement Fund shall be distributed to the Authorized Claimants substantially in  
 20 accordance with the terms of this Stipulation and a Plan of Allocation to be approved by the Court,  
 21 subject to and in accordance with the paragraphs of this Section. However, if there is any balance  
 22 remaining in the Net Settlement Fund after six (6) months from the date of distribution of the Net  
 23 Settlement Fund (whether by reason of tax refunds, uncashed checks or otherwise), the Claims  
 24 Administrator under the supervision of Co-Lead Counsel shall, if feasible, reallocate such balance  
 25 among Authorized Claimants in an equitable and economic fashion.

26      H.     It is understood and agreed by the Parties that any proposed Plan of Allocation of the  
 27 Net Settlement Fund including, but not limited to, any adjustments to an Authorized Claimant's  
 28 claim set forth herein, is not a part of this Stipulation and is to be considered by the Court separately

1 from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement set  
 2 forth in this Stipulation, and any order or proceedings relating to the Plan of Allocation shall not  
 3 operate to terminate or cancel the Stipulation or affect the finality of the Court's Judgment approving  
 4 this Stipulation and the Settlement set forth herein, or any other orders entered pursuant to this  
 5 Stipulation, and it is not a condition of this Settlement that any particular Plan of Allocation be  
 6 approved.

7       I.     No portion of the Net Settlement Fund shall be distributed to Authorized Claimants  
 8 until after the Effective Date.

9       J.     Each Class Member who claims to be an Authorized Claimant shall be required to  
 10 submit to the Claims Administrator a completed Claim Form signed under penalty of perjury and  
 11 supported by such documents as specified in the Claim Form and as are reasonably available to such  
 12 Class Member.

13       K.    Except as otherwise ordered by the Court, all Class Members who fail timely to  
 14 submit a Claim Form within such period as may be ordered by the Court or otherwise allowed shall  
 15 be forever barred from receiving any payments pursuant to the Stipulation and the Settlement set  
 16 forth herein, but shall in all other respects be subject to and bound by the provisions of the  
 17 Stipulation, the releases contained herein, including the Released Claims, and the Judgment.

18       L.     Neither Defendants nor their counsel shall have any responsibility for, interest in, or  
 19 liability whatsoever with respect to the investment or distribution of the Settlement Fund; the Plan  
 20 of Allocation; the determination, administration, or calculation of Claims; the payment or  
 21 withholding of taxes or Tax Expenses (as defined below); the distribution of the Net Settlement  
 22 Fund; or any losses incurred in connection with any such matters.

23       M.    This is not a "claims made" settlement. There will be no reversions to Defendants  
 24 or their insurers.

25       N.     Defendants shall have no involvement in the solicitation or review of Claim Forms,  
 26 or involvement in the administration process, which will be conducted by the Claims Administrator  
 27 in accordance with this Stipulation.

1           O. Any change in the allocation of the Net Settlement Fund ordered by the Court shall  
 2 not affect the validity or finality of this Settlement.

3           P. No Person shall have any Claim against Plaintiffs or Class Counsel, the Claims  
 4 Administrator, Defendants, or Defendants' counsel based on investments or distributions made  
 5 substantially in accordance with this Stipulation and the Settlement contained herein, the Plan of  
 6 Allocation or further orders of the Court.

7 **IX. Tax Treatment**

8           A. The Parties, their counsel, the Court, and the Escrow Agent shall treat the Escrow  
 9 Account as being at all times a "qualified settlement fund" within the meaning of Treas. Reg.  
 10 § 1.468B-1 for all periods on and after the date of the Court order preliminarily approving this  
 11 Stipulation. The Parties, their counsel, the Court and the Escrow Agent agree to take no action  
 12 inconsistent with the treatment of the Escrow Account in such manner. In addition, the Claims  
 13 Administrator, Escrow Agent, and as necessary, Defendants, shall make the "relation back election"  
 14 (as defined in Treas. Reg. § 1.468B-1(j)) back to the earliest permitted date. Such elections shall be  
 15 made in compliance with the procedures and requirements contained in such regulations. It shall be  
 16 the responsibility of the Claims Administrator to timely and properly prepare and deliver the  
 17 necessary documentation for signature by all necessary parties and thereafter to cause the  
 18 appropriate filing to occur. All provisions of this Stipulation shall be interpreted in a manner that is  
 19 consistent with the Escrow Account being a "qualified settlement fund" within the meaning of Treas.  
 20 Reg. § 1.468B-1.

21           B. For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and  
 22 the regulations promulgated thereunder, the "administrator" shall be the Claims Administrator. The  
 23 Claims Administrator shall satisfy the administrative requirements imposed by Treas. Reg. §  
 24 1.468B-2 by, e.g., (i) obtaining a taxpayer identification number, (ii) timely and properly satisfying  
 25 any information reporting or withholding requirements imposed on distributions from the Escrow  
 26 Account, and (iii) timely and properly filing or causing to be filed on a timely basis, all federal,  
 27 state, local, and foreign tax returns and other tax related statements necessary or advisable with  
 28 respect to the Escrow Account (including, without limitation, all income tax returns, all

1 informational returns, and all returns described in Treas. Reg. § 1.468B-2(1)), and (iv) timely and  
 2 properly paying any taxes imposed on the Escrow Account. Such returns and statements (as well  
 3 as the election described in IX.A hereof) shall be consistent with this IX.B and in all events shall  
 4 reflect that all taxes (including any estimated taxes, interest, or penalties) on the income earned by  
 5 the Escrow Account shall be paid out of the Escrow Account as provided in IX.C hereof.

6       C.     All (i) taxes (including any estimated taxes, interest or penalties) arising with respect  
 7 to the income earned by the Escrow Account and (ii) tax expenses and costs incurred in connection  
 8 with the operation and implementation of this Section IX (including, without limitation, expenses  
 9 of tax attorneys and/or accountants and mailing and distribution costs and expenses or penalties  
 10 relating to filing (or failing to file) the returns described in this Section IX (“Tax Expenses”)) shall  
 11 be paid out of the Escrow Account. Further, taxes and the Tax Expenses shall be treated as, and  
 12 considered to be, a cost of administration of the Settlement and shall be timely paid by the Escrow  
 13 Agent out of the Escrow Account without prior order from the Court, and the Escrow Agent shall  
 14 be obligated (notwithstanding anything herein to contrary) to withhold from distribution to  
 15 Authorized Claimants any funds necessary to pay such amounts (as well as any amounts that may  
 16 be required to be deducted or withheld under Treas. Reg. § 1.468B-2(1)(2)). Neither Defendants,  
 17 Released Defendants’ Parties, nor Defendants’ counsel are responsible therefor, nor shall they have  
 18 any liability with respect thereto. All Parties and their tax attorneys and accountants shall to the  
 19 extent reasonably necessary carry out the provisions of ¶¶A-C of this Section IX.

20       D.     Defendants, Released Defendants’ Parties, and Defendants’ counsel shall have no  
 21 responsibility to make any filings relating to the Escrow Account and will have no responsibility to  
 22 pay tax on any income earned by the Escrow Account.

23       E.     The Escrow Agent shall indemnify and hold each of the Defendants, Released  
 24 Defendants’ Parties, and Defendants’ counsel harmless for taxes and Tax Expenses (including,  
 25 without limitation, taxes payable by reason of any such indemnification) in connection with the  
 26 Escrow Account.

27 **X.     Settlement Conditions and Termination**

28       A.     The Effective Date of the Settlement shall not be deemed to have occurred until all

1 of the following conditions are satisfied:

- 2        1.      Counsel for Plaintiffs and Defendants have executed this Stipulation;
- 3        2.      The Court enters the Preliminary Approval Order, as provided in Section V;
- 4        3.      Defendants shall have timely funded or caused to be funded the Settlement Fund with the Settlement Amount;
- 5                  4.      The Court has approved the Settlement as described herein following notice to the Class, and has entered the Judgment, as provided in Section VI;
- 6                  5.      The time within which Defendants may exercise their option to terminate this Stipulation in accordance with the terms of any supplemental agreement shall have expired without the exercise of that option; and
- 7                  6.      The Judgment has become Final.

8                  B.      Upon the Effective Date, Plaintiffs and all Released Plaintiffs' Parties, on behalf of  
 9 themselves, and to the fullest extent permitted by law, their heirs, executors, administrators, personal  
 10 representatives, attorneys, agents, partners, successors and assigns, and any other Person claiming  
 11 (now or in the future) to have acted through or on behalf of them, shall hereby be deemed to have,  
 12 and by operation of the Judgment shall have, fully, finally, and forever, released, relinquished,  
 13 settled, and discharged the Released Plaintiffs' Claims and shall be permanently barred and enjoined  
 14 from instituting, commencing, or prosecuting any Released Plaintiffs' Claims against any Released  
 15 Party, directly or indirectly, whether or not such members of the Class execute and deliver a Claim  
 16 Form to the Claims Administrator. Upon the Effective Date, Defendants also release and shall be  
 17 permanently barred and enjoined from instituting, commencing, or prosecuting any of Released  
 18 Defendants' Claims.

19                  C.      If the conditions specified in ¶A of this Section X are not met, then this Stipulation  
 20 shall be canceled and terminated, unless Class Counsel and Defendants' counsel mutually agree in  
 21 writing to proceed with the Settlement.

22                  D.      The Defendants shall, acting collectively and unanimously, have the right to  
 23 terminate the Settlement and this Stipulation, by providing written notice of their election to do so  
 24 to all other Parties within thirty (30) days of: (a) the Court's denial of Plaintiffs' motion for  
 25

1 preliminary approval of the Settlement in any material respect without leave to amend and resubmit;  
 2 (b) the Court's refusal to approve this Stipulation or any material part of it without leave to amend  
 3 and resubmit; (c) the Court's declining to enter an Order and Final Judgment in any material respect  
 4 without leave to amend and resubmit; or (d) the date upon which the Order and Final Judgment is  
 5 modified or reversed in any material respect by the Court of Appeals or the Supreme Court. For the  
 6 avoidance of doubt, the Parties stipulate and agree that any change narrowing the scope of the  
 7 releases in this Stipulation would constitute a material change that gives rise to the affected Party's  
 8 right to terminate the Settlement. Any decision with respect to any fee and expense allocation, or  
 9 with respect to any Plan of Allocation, shall not be considered material to this Stipulation and shall  
 10 not be grounds for termination.

11       E. If either (a) the Effective Date does not occur, (b) this Stipulation is canceled or  
 12 terminated pursuant to its terms, or (c) this Stipulation does not become final for any reason, then  
 13 the Settlement Fund and all interest earned on the Settlement Fund while held in escrow (less any  
 14 taxes, Tax Expenses, and Settlement Administration Costs paid or incurred), plus any amount then  
 15 remaining in the Notice and Administration Account, including both interest paid and accrued (less  
 16 expenses and costs which have not yet been paid but which are properly chargeable to the Notice  
 17 and Administration Account), shall be refunded by the Claims Administrator and/or the Escrow  
 18 Agent within thirty (30) days of such cancellation or termination to Forescout and Defendants'  
 19 insurers according to their respective contributions pursuant to payment instructions provided by  
 20 Defendants' counsel, and the Parties shall retain all rights, claims, defenses, and arguments available  
 21 to them prior to the execution of this Stipulation. In the event the Settlement Fund is returned to  
 22 Forescout and Defendants' insurers, they or their agents shall be responsible for all taxes owed on  
 23 interest received.

24       F. Upon the occurrence of all of the events specified in ¶A of this Section X, the  
 25 obligation of the Claims Administrator and/or the Escrow Agent to return funds from the Settlement  
 26 Fund to Defendants pursuant to ¶D of this Section X, shall be absolutely and forever extinguished.

27       G. If either (a) the Effective Date does not occur, (b) this Stipulation is canceled or  
 28 terminated pursuant to its terms, or (c) this Stipulation does not become final for any reason, all of

1 the Parties to this Stipulation shall be deemed to have reverted to their respective status as of June  
 2 17, 2025, and counsel shall meet and confer on an appropriate schedule to propose to the Court, and  
 3 they shall proceed in all respects as if this Stipulation had not been executed and the related orders  
 4 had not been entered, preserving in that event all of their respective claims and defenses in the  
 5 Action. Notwithstanding the foregoing language, the following provisions of this Stipulation shall  
 6 survive any termination or cancellation of the Settlement: ¶¶C and F of this Section X; Section XI;  
 7 and, to the extent applicable, Section XII.

8 H. The Parties recognize that, in conjunction with Class certification, members of the  
 9 Class were already provided notice and opportunity to request exclusion from the Class which  
 10 comported with due process, and that no member of the Class timely and properly excluded themself  
 11 from the Class. However, if the Court permits additional requests for exclusion during the  
 12 preliminary approval process then Defendants may, in their sole discretion, elect in writing to  
 13 terminate the Settlement and this Stipulation if the opt-out threshold defined in a supplemental  
 14 agreement between the Parties is exceeded and not cured in accordance with the terms of that  
 15 supplemental agreement. Unless otherwise directed by the Court, any such supplemental agreement  
 16 will not be filed with the Court.

17 **XI. No Admissions**

18 A. The Parties hereto intend the Settlement as described herein to be a final and  
 19 complete resolution of all disputes between them with respect to the Action, and entry in this  
 20 Settlement shall not be deemed an admission by any Plaintiff or any Defendant as to the merits of  
 21 any claim or defense or any allegation made in the Action.

22 B. Whether or not the Effective Date occurs or this Stipulation is terminated, neither  
 23 this Stipulation nor the Settlement, nor any act performed or document executed pursuant to or in  
 24 furtherance of this Stipulation or the Settlement: (a) is or may be deemed to be or may be used as  
 25 an admission, concession, or evidence of, the validity or infirmity of any Released Claim, the  
 26 validity or infirmity of any claim or allegation made in the Action, the truth or falsity of any fact  
 27 alleged by Plaintiffs, the availability or lack of availability of meritorious defenses to the claims  
 28 raised in the Action, or of any wrongdoing or liability by any Defendant; (b) is or may be deemed

1 to be or may be used as an admission of, or evidence of, any liability, fault or omission of any  
 2 Defendant in any civil, criminal or administrative proceeding or action in any court, administrative  
 3 agency or other tribunal; or (c) is or may be deemed to be or may be used as an admission or evidence  
 4 that Plaintiffs would have received no more than the Settlement Amount had the Action been  
 5 prosecuted to conclusion. Neither this Stipulation nor the Settlement, nor any act performed or  
 6 document executed pursuant to or in furtherance of this Stipulation or the Settlement shall be  
 7 admissible in any proceeding for any purpose, except to enforce the terms of the Settlement, and  
 8 except that Defendants may file this Stipulation and/or the Judgment in any action that may be  
 9 brought against them in order to support a defense or counterclaim based on principles of res  
 10 judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other  
 11 theory of claim preclusion or issue preclusion or similar defense or counterclaim.

## 12 **XII. Miscellaneous Provisions**

13       A. Within sixty (60) days of the judgment becoming Final and non-appealable in this  
 14 Action, the Parties are to destroy Protected Material as defined in Section 14 of the Protective Order.  
 15 Dkt. No. 186.

16       B. The Parties hereto: (a) acknowledge that it is their intent to consummate the  
 17 Settlement contemplated by this Stipulation; (b) agree, subject to their fiduciary and other legal  
 18 obligations, to cooperate to the extent necessary to effectuate and implement all terms and conditions  
 19 of this Stipulation; and (c) agree, subject to their fiduciary and other legal obligations, to exercise  
 20 their best efforts and to act in good faith to accomplish the foregoing terms and conditions of the  
 21 Stipulation.

22       C. All counsel who execute this Stipulation, any of its exhibits, or any related settlement  
 23 documents on behalf of any party hereto hereby represent and warrant that they have authority to  
 24 do so on behalf of their respective clients and that they have the authority to take appropriate action  
 25 required or permitted to be taken pursuant to the Stipulation to effectuate its terms.

26       D. All of the exhibits attached hereto are hereby incorporated by reference as though  
 27 fully set forth herein. Notwithstanding the foregoing, in the event that there exists a conflict or  
 28 inconsistency between the terms of this Stipulation and the terms of any exhibit attached hereto, the

1 terms of the Stipulation shall prevail; provided, however, that should the Court make or require any  
 2 amendments to the exhibits that are inconsistent or conflict with this Stipulation, such amendments  
 3 shall amend this Stipulation.

4       E. Defendants shall determine the form of notice to be provided for the purpose of  
 5 satisfying the requirements of the Class Action Fairness Act and will identify those who will receive  
 6 notice as provided for therein. Defendants shall be responsible for issuing such notice within the  
 7 time provided for in 28 U.S.C. §1715(b) and for all expenses and costs related thereto.

8       F. This Stipulation may be amended or modified only by a written instrument signed  
 9 by counsel for all Parties hereto or their successors in interest.

10      G. This Stipulation, exhibits attached hereto, and any supplemental agreement entered  
 11 into by the Parties constitute the entire agreement between Plaintiffs on the one hand, and  
 12 Defendants on the other hand, and supersede any and all prior agreements, written or oral, between  
 13 the Parties except for the Stipulated Protective Order entered in this Action, Dkt. No. 186, which  
 14 remains in full force and effect. No representations, warranties, or inducements have been made  
 15 concerning this Stipulation or its exhibits other than the representations, warranties, and covenants  
 16 contained and memorialized in such documents.

17      H. This Stipulation may be executed in one or more original, photocopied or facsimile  
 18 counterparts. All executed counterparts and each of them shall be deemed to be one and the same  
 19 instrument.

20      I. This Stipulation shall be binding upon, and inure to the benefit of, the successors,  
 21 assigns, executors, administrators, affiliates (including parent companies), heirs, and legal  
 22 representatives of the Parties hereto and the Released Parties. No assignment shall relieve any Party  
 23 hereto of obligations hereunder.

24      J. All terms of this Stipulation and all exhibits hereto and the rights and obligations of  
 25 the Parties to this Stipulation shall be governed, construed, interpreted and enforced according to  
 26 the internal laws of the State of California without regard to its conflicts of law rules and in  
 27 accordance with the laws of the United States.

28

1           K. Except as otherwise provided herein, all agreements made and orders entered into  
 2 during the course of the Action relating to the confidentiality of information shall survive this  
 3 Stipulation.

4           L. Each Party agrees that such Party will not make any public statements which  
 5 materially disparage any other Party.

6           M. The Settlement contemplated herein is not subject to or contingent upon  
 7 confirmatory discovery or other discovery.

8           N. Whether or not this Stipulation is approved by the Court and whether or not the  
 9 Settlement embodied in this Stipulation is consummated, the Parties and their counsel shall use their  
 10 best efforts to keep all negotiations, discussions, acts performed, agreements, drafts, documents  
 11 signed, and proceedings had in connection with this Stipulation confidential. Notwithstanding the  
 12 foregoing, the Parties agree that this Stipulation may be filed publicly as part of any motion for  
 13 preliminary or final approval of the Settlement. Co-Lead Plaintiffs will provide Defendants with  
 14 drafts of the motions for preliminary and final approval at least five Business Days prior to filing.

15          O. The waiver by any Party of any breach of this Stipulation by any other Party shall  
 16 not be deemed a waiver of any other prior or subsequent breach of this Stipulation.

17          P. All Parties hereby irrevocably submit to the jurisdiction of the Court with respect to  
 18 implementation and enforcement of the terms of this Stipulation and for any suit, action, proceeding,  
 19 or dispute arising out of or relating to this Stipulation or the applicability of this Stipulation.

20          Q. The Parties to this Stipulation intend the Settlement to be a final and complete  
 21 resolution of all disputes asserted or which could be asserted by the Class Members against the  
 22 Released Defendants' Parties with respect to the Released Plaintiffs' Claims, and any potential  
 23 counterclaims or cross-claims any Defendant could have asserted against Released Plaintiffs'  
 24 Parties with respect to Released Defendants' Claims. Accordingly, Plaintiffs and Defendants agree  
 25 not to assert in any forum, or in any statement made to any media representative (whether or not for  
 26 attribution) that the litigation was brought by Plaintiffs or Class Counsel, or defended by  
 27 Defendants, or their respective counsel, in bad faith. The Parties hereto shall assert no claims of  
 28 any violation of Federal Rule of Civil Procedure 11 relating to the prosecution, defense, or

1 settlement of the Action. The Parties agree that the Settlement Amount and the other terms of the  
 2 Settlement were negotiated at arm's-length and in good faith by the Parties, and reflect a settlement  
 3 that was reached voluntarily after consultation with experienced legal counsel, and with the  
 4 assistance of an experienced mediator, Robert Meyer, Esq.

5 R. Pending approval of the Court of the Stipulation and its exhibits, all proceedings in  
 6 this Action shall be stayed and all Class Members shall be barred and enjoined from prosecuting  
 7 any of the Released Claims against any of the Released Defendants' Parties or Released Plaintiffs'  
 8 Parties.

9 S. This Stipulation is deemed to have been prepared by counsel for all Parties, as a result  
 10 of arm's length negotiations among the Parties. It shall not be construed more strictly against one  
 11 Party than another, it being recognized that this Stipulation is the result of arm's-length negotiations  
 12 between the Parties and all Parties have contributed substantially and materially to its preparation.

13 T. Except as otherwise provided herein, each Party shall bear its own fees and costs.

14 U. The Whereas clauses are intended to be and are an integral part of this Stipulation.

15 V. The headings herein are used for the purpose of convenience and are not intended to  
 16 have legal effect.

17 W. Notices required or permitted by this Stipulation shall be submitted either by  
 18 overnight mail or, if expressly agreed and receipt acknowledged, by email as follows:

19 **To Plaintiffs:**

20 Omar Jafri  
 POMERANTZ LLP  
 21 10 South LaSalle Street, Suite 3505  
 Chicago, IL 60603  
 22 ojafri@pomlaw.com

23 Jeffrey S. Abraham  
 ABRAHAM, FRUCHTER &  
 24 TWERSKY, LLP  
 450 Seventh Avenue, 38th Floor  
 25 New York, NY 10123  
 jabraham@aftlaw.com

**To Defendants:**

Amy Jane Longo  
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 10250 Constellation Boulevard, 21st Floor  
 Los Angeles, California 90067  
 amy.longo@ropesgray.com

Ignacio E. Salceda  
 WILSON SONSINI GOODRICH &  
 ROSATI, Professional Corporation  
 650 Page Mill Road  
 Palo Alto, CA 94304  
 isalceda@wsgr.com

27 **IN WITNESS WHEREOF**, the Parties hereto, intending to be legally bound.

28 [Signature blocks on following page]

1 Dated: July 18, 2025

2 **POMERANTZ LLP**

3 *Omar Jafri*

4  
5 Omar Jafri (admitted *pro hac vice*)  
Brian P. O'Connell (SBN 314318)  
Genc Arifi (admitted *pro hac vice*)  
Diego Martinez-Krippner (admitted *pro hac vice*)  
Jianan Jiang (admitted *pro hac vice*)  
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